

A. G. Contract No. KR920405TRN  
ECS File: JPA 92-34  
Project: 89 PM 64 H 2039 01C  
031-1-537  
Section: South Sixth Avenue  
(US-89, 40th - 25th Sts.)

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SOUTH TUCSON

THIS AGREEMENT is entered into 13 April, 1992,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF SOUTH TUCSON, acting by and through its CITY COUNCIL  
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 and City Code Article II, Section 2.34 to enter  
into this agreement and has by resolution, a copy of which is  
attached hereto and made a part hereof, resolved to enter into  
this agreement and has authorized the undersigned to execute  
this agreement on behalf of the City.

3. The State and the City desire to define their  
respective responsibilities for the design and construction of  
roadway improvements to US-89 (South Sixth Avenue) in the City,  
to include roadway repaving and related restriping, lighting,  
curb, gutter and sidewalk improvements, drainage improvements,  
landscaping and irrigation improvements, and various utility  
relocations, hereinafter referred to as the Project, at an  
estimated cost of \$3.7 million, and transfer jurisdiction and  
maintenance responsibility for US-89 within the limits of the  
City from 25th Street (approximately MP 64.7) to the South city  
limits, to the City.

NO. <u>16547</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>04/13/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vincent H. Greenewald</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

### 1. The City will:

a. On or about 1 July 1992, invoice the State in the amount of \$2.8 million for its share of the cost of the Project. Waive the four (4) year advance notification as required by Arizona Revised Statutes 28-106 (H) 2 and (I).

b. Upon receipt of payment from the State, and upon approval and by resolution of the Transportation Board, accept jurisdiction for US-89 from 25th Street (approximately MP 64.7) to the South city limits (currently approximately MP 63.7) and provide perpetual maintenance.

c. Enter into such other agreements with the City of Tucson as may be necessary and appropriate to obtain Tucson supplied landscape irrigation water.

### 2. The State will:

a. No sooner than 1 July 1992, (and within thirty days after receipt and approval of an invoice) pay the City \$2.8 million for the State's share of the cost of the Project.

b. To the extent appropriate, assist the City in obtaining Project landscape irrigation water from the City of Tucson, and provide for, at South Tucson expense, the City's metered connection to the State's 36" landscape water main in the vicinity of I-10 at 10th Avenue.

c. Upon approval and by resolution of the State Transportation Board, abandon jurisdiction and maintenance responsibility for US-89 from 25th Street (approximately MP 64.7) to the South city limits (currently approximately MP 63.7) to the City.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and abandonment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
206 South 17 Avenue, Mail Drop 616E Room 222E  
Phoenix, AZ 85007

City of South Tucson  
City Manager  
PO Box 7307  
South Tucson, AZ 85725

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SOUTH TUCSON

STATE OF ARIZONA  
Department of Transportation

By Shirley Villegas  
SHIRLEY VILLEGAS  
Mayor

By August V. Hardt  
AUGUST V. HARDT  
Deputy State Engineer

ATTEST

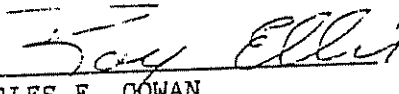
By Marie D. Robles  
MARIE D. ROBLES  
City Clerk

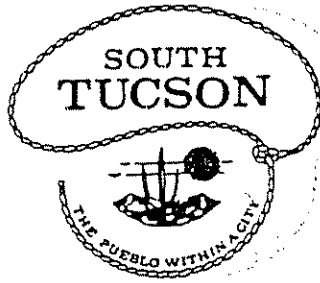
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RESOLUTION

BE IT RESOLVED on this 24th day of February 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with City of South Tucson for the purpose of defining responsibilities for the design and construction of improvements and abandonment of jurisdiction of US-89 within the limits of the City to the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
\_\_\_\_\_  
CHARLES E. COWAN  
Director



RESOLUTION NO. 92-20 )

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SOUTH TUCSON APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF SOUTH TUCSON FOR THE TRANSFER OF JURISDICTION AND MAINTENANCE RESPONSIBILITY FOR US-89 (SOUTH SIXTH AVENUE) WITHIN THE LIMITS OF THE CITY TO THE CITY OF SOUTH TUCSON FROM THE STATE OF ARIZONA.

WHEREAS, it is deemed to be in the public interest to establish an Agreement with the State of Arizona for the transfer of jurisdiction and maintenance and responsibility for US-89.

NOW THEREFORE, UPON MOTION DULY MADE AND CARRIED, BE IT RESOLVED:

THAT: The City of South Tucson enter into an Agreement with the State of Arizona to set forth the general terms and conditions for the transfer of jurisdiction and maintenance responsibility for these routes of the City to the City of South Tucson, in accordance with the attached Agreement.


That the Mayor of the City of South Tucson is hereby instructed and authorized to sign said Agreement for the City of South Tucson.

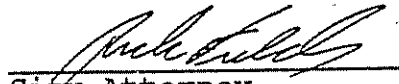
PASSED, ADOPTED AND APPROVED this 23th day of March, 1992.

  
Shirley Villegas, Mayor

ATTEST:

APPROVED AS TO FORM:

  
Marie Dolores Robles  
City Clerk


  
City Attorney

JPA 92-34

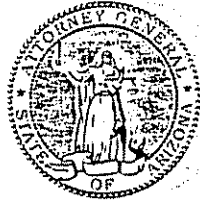
APPROVAL OF THE SOUTH TUCSON CITY ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SOUTH TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

A handwritten signature in cursive script, appearing to read "Rick Kuttel", written over a horizontal line.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS :  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

April 6, 1992

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR92-0405-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7<sup>th</sup> day of April, 1992.

GRANT WOODS :  
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ls :  
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